

Docket and Return
10 CR 600 (DL)

Received
In Chambers of:
U.S. District Judge
DORA L. IRIZARRY

JAN 31 2012

January 26, 2012

The Honorable Dora Lizette Irizarry
U.S. District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Dear Judge Irizarry,

I am the former Executive Vice-President of Blue Star Media Group, Inc./Businesstalkradio.net., Inc. (June 15, 2002 through December 30, 2011).

I'm writing with regard to information I've received relative to the SEC's court action in the matter of USA vs. Metter, et al.

I am deeply troubled by statements allegedly made by Mr. Metter's attorney Miranda Fritz with regard to me. As I have not actually seen her letter to the court, I apologize if my characterization of her letter regarding my leaving the employ of Businesstalkradio.net., Inc. is incorrect.

As it has been relayed to me, Ms. Fritz stated that I used my signatory "powers" to my advantage by demanding the company keep my salary and benefits for the first six months of 2012 at the same level they were at. It was allegedly stated that this was done while the company was trying to reduce expenses and that when Mr. Metter said no to that, I quit.

The facts are these:

The existing order from the court which named me as the signatory of the company's The First Bank of Greenwich accounts expired December 6, 2011. Nobody had ever said anything to me about remaining as signatory and I was aware that Mr. Metter had asked at least two company employees to take on that role. They both turned him down. He had also asked an associate/friend of his as well. I believe he also turned him down.

Mr. Metter remarked to me on December 1, 2011 that Ms. Fritz would "be calling" me about "renewing the order and affidavit." I found that odd as I knew Mr. Metter was seeking to replace me as signatory. Ms. Fritz called me that afternoon to state that she had the affidavit prepared and would be submitting it. At no time did she ask me if I would continue and at no time did I indicate I would.

Additionally, she informed me the SEC wanted to speak with me and when was I available. I found out later that they wanted to discuss my role as signatory since they had been previously told by Ms. Fritz that I would not be remaining as signatory, only to be told that week that I would be (although nobody ever asked me).

On December 2, 2011, the deadline for filing the renewal document with the court, I sent an email to Ms. Fritz which stated "I was surprised to hear yesterday that I was being asked to remain as signatory on the BTRN, LTRN and WGCH bank accounts. As you know, my contract with the company ends December 31, 2011 and it was my understanding that my employment would end at that time. In fact, Michael Metter was making arrangements to replace me as signatory and perhaps in other ways as well. The application had to be filed today. You and your client waited until the last minute to ask me to remain as signatory--only after he was turned down by other employees to take on that role.

Any issues now concerning my role as signatory, for which I am obligated through December 6, 2011, remain yours and his to deal with."

Mr. Metter came to my office that day and said he was surprised I wouldn't remain as signatory. I told him that he had given me no indication of his plans for my continued employment when my contract ended December 31, 2011. He asked how we could work things out and I said a contract extension would satisfy my needs. He asked if a month to month situation would suffice and I said no. He then asked me what I wanted and I said I'd have to think about it.

I later received a call from the company's attorney (I believe on Monday December 5) asking what could be worked out. He stated to me that a month to month agreement was too open ended and that it could not be done that way. I told him I thought that my asking for a one year contract extension would NOT be

reasonable. HE suggested a six month extension. I told him I would think about that and discuss it with my attorney. When he and I spoke the next day, I told him a six month extension would be acceptable.

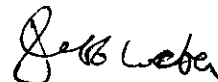
He apparently spoke with Mr. Metter who told me he would "discuss it with Frank" (Lazauskas, the other board member for the company). I was later told by Mr. Metter that Mr. Lazauskas would not agree to that.

On December 8, 2011, I submitted my resignation as Executive Vice-President to Mr. Metter and Mr. Lazauskas effective December 30, 2011. Given the financial and legal difficulties the company is facing I had been giving this serious thought for at least the past six weeks and decided it was in my best interests to leave the company's employ.

I am sorry to burden you with the details of this your honor, however, if indeed Ms. Fritz has not been factual in her representation to the court, I am deeply upset by how she has characterized me.

I felt it important to state what actually happened, especially since I'm told her statements and/or letter are a matter of court record. If she has misrepresented the situation and facts to the court, I wanted to set them straight. Thank you for your time.

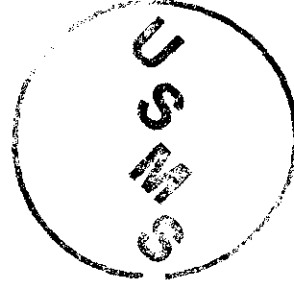
Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Weber". The signature is stylized with a large, looped "J" and a cursive "Weber".

Jeff Weber

Jeff Weber
22 Whiffletree Way
Riverside, CT 06878

STAFFORD-CT 06865
06 MAR 2017 PM 2:21



The Honorable Dora Lizette Irizarry
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